

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Jeffrey I. Golden, State Bar No. 133040 jgolden@wglip.com P.O. Box 2470 Costa Mesa, California 92628-2470 Telephone 714-966-1000 Facsimile 714-966-1002</p> <p>Chapter 7 Trustee</p> <p><input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:</p>		<p>FOR COURT USE ONLY</p>	
<p><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b></p>			
<p>In re: JAMES STEVEN RUDD AND DEBORAH LETTY RUDD,</p>		<p>CASE NO.: 8:19-bk-13058-ES CHAPTER: 7</p>	
<p>Debtor(s).</p>		<p><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>	

<b>Sale Date:</b> 12/16/2021	<b>Time:</b> 10:30 am
<b>Location:</b> United States Bankruptcy Court, Courtroom 5A, 411 West Fourth Street, Santa Ana, California 92701	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 12/02/2021

**Description of property to be sold:** All of the Estate's right, title and interest in the residential real property located at 57 Charleston Lane, Coto de Caza, California 92679.

**Terms and conditions of sale:** Subject to overbid. Earnest money deposit of \$77,000.00 required. Sale is "as is, where is," with no warranties or guaranties of any kind. Offer must be non-contingent and "all cash" to the estate (i.e. buyer has immediately available third-party funding). Sale is subject to Bankruptcy Court approval. Other terms and conditions apply; see motion on file with the Clerk of Court.

**Proposed sale price:** \$ 1,200,000.00

**Overbid procedure (if any):** Overbid increments: \$5,000.00 initial / \$5,000.00 thereafter. \$77,000.00 earnest money deposit.

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

Sale Date: December 16, 2021 at 10:30 a.m.

Location

United States Bankruptcy Court

Central District of California, Santa Ana Division

411 W. Fourth Street, Courtroom 5A, Santa Ana, CA 92701

Hearing to be conducted remotely using ZoomGov audio and video. Video and audio connection information for the hearing will be provided on Judge Smith's publicly posted hearing calendar, which may be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=ES> and selecting "Judge Smith" from the tab on the left side of the page.

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

William Friedman

Coldwell Banker Residentail Brokerage

1608 Montana Avenue

Santa Monica, California 90403

(310) 202-1818

billfried@earthlink.net

Date: 11/23/2021

**Overbid Procedures - Case No. 8:19-bk-13058-ES**

The Trustee proposes the following procedure to allow for overbids prior to the Court's approval of the sale of the Property to ensure that the Property is sold for the best possible price:

1. Qualifying bidders ("Qualifying Bidder") shall:
  - a. Bid at least \$1,205,000.00 in cash for the Property;
  - b. Set forth in writing the terms and conditions of the offer that are at least as favorable to the Trustee as those set forth in the Purchase Agreement attached to the Motion as Exhibit 5;
  - c. Be financially qualified, in the Trustee's exercise of his sound business judgment, to close the sale as set forth in the Purchase Agreement;
  - d. Submit an offer that does not contain any contingencies to closing the sale, including, but not limited to, financing, inspection, or repair contingencies;
  - e. Submit a cash deposit in the amount of \$77,000.00 (\$72,000.00 + \$5,000.00) ("Overbid Deposit") payable to Jeffrey I. Golden, Chapter 7 Trustee for the Bankruptcy Estate of James Steven Rudd and Deborah Letty Rudd, in the form of a cashier's check, which Overbid Deposit shall be non-refundable if the bid is deemed to be the Successful Bid, as defined in paragraph 4 below. The Overbid Deposit, written offer, and evidence of ability to close escrow unconditionally in a form acceptable to the Trustee must be delivered to the Trustee at 650 Town Center Drive, Suite 600, Costa Mesa, California 92626, by no later than 4:00 p.m., Pacific Standard Time, two days before the hearing on the Motion ("Overbid Deadline") currently scheduled for December 16, 2021 at 10:30 a.m. In his absolute and sole discretion, the Trustee shall have the

right to accept additional overbids submitted prior to the hearing but after the Overbid Deadline.

2. At the hearing on the Motion, only the Buyer and any party who is deemed a Qualifying Bidder shall be entitled to bid.

3. Any incremental bid in the bidding process shall be at least \$5,000.00 higher than the prior bid.

4. At the hearing on the Motion and upon conclusion of the bidding process, the Trustee shall decide, subject to Court approval, which of the bids is the best bid, and such bid shall be deemed to be the "Successful Bid." The bidder who is accepted by the Trustee as the successful bidder ("Successful Bidder") must pay all amounts reflected in the Successful Bid in cash at the closing of the sale. At the hearing on the Motion, and upon conclusion of the bidding process, the Trustee may also acknowledge a back-up bidder ("Back-Up Bidder") which shall be the bidder with the next best bid. Should the Successful Bidder fail to close escrow on the sale of the Property, the Trustee may sell the Property to the Back-Up Bidder without further Court order.

5. Overbids shall be all cash and no credit shall be given to the purchaser or overbidder(s).

6. Upon the conclusion of the auction, any Overbid Deposits, other than the deposits submitted by the Successful Bidder and the Back-Up Bidder, will be promptly returned. The deposit of the Back-Up Bidder will be returned promptly following the close of escrow for the sale of the Property to the Successful Bidder.

Jeffrey I. Golden, State Bar No. 133040  
jgolden@wgllp.com  
P.O. Box 2470  
Costa Mesa, California 92628-2470  
Telephone: (714) 966-1000  
Facsimile: (714) 966-1002

Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

In re

JAMES STEVEN RUDD AND  
DEBORAH LETTY RUDD,

Debtors.

Case No. 8:19-bk-13058-ES

Chapter 7

**NOTICE OF HEARING ON CHAPTER 7  
TRUSTEE'S MOTION FOR ORDER:**

- (1) **AUTHORIZING SALE OF REAL PROPERTY  
FREE AND CLEAR OF LIENS, CLAIMS, AND  
INTERESTS PURSUANT TO 11 U.S.C.  
§§ 363(b) AND (f);**
- (2) **APPROVING BUYER, SUCCESSFUL  
BIDDER, AND BACK-UP BIDDER AS GOOD-  
FAITH PURCHASER PURSUANT TO  
11 U.S.C. § 363(m);**
- (3) **AUTHORIZING PAYMENT OF UNDISPUTED  
LIENS, REAL ESTATE BROKER'S  
COMMISSIONS AND OTHER ORDINARY  
COSTS OF SALE; AND**
- (4) **DIRECTING DEBTORS AND ALL  
OCCUPANTS OF THE PROPERTY TO  
VACATE THE PROPERTY AND REMOVE  
ALL PERSONAL POSSESSIONS WITHIN  
TWO DAYS OF ENTRY OF THE ORDER**

**[57 Charleston Lane, Coto de Caza, California  
92679; APN: 778-181-50]**

**Remote Hearing:**

**DATE: December 16, 2021**  
**TIME: 10:30 a.m.**  
**PLACE: Courtroom 5A**  
**411 West Fourth Street**  
**Santa Ana, California 92701**

**Weiland, Golden,  
Smiley, Wang Ekvall & Strok, LLP**  
P.O. Box 2470  
Costa Mesa, California 92628-2470  
Tel (714) 445-1013 Fax (714)-966-1002

**TO THE DEBTORS, CREDITORS, OFFICE OF THE UNITED STATES TRUSTEE AND ALL PARTIES IN INTEREST:**

**PLEASE TAKE NOTICE** that on **December 16, 2021, at 10:30 a.m.** in the United States Bankruptcy Court for the Central District of California, Santa Ana Division, located at 411 W. Fourth Street, Santa Ana, California, in Courtroom 5A, the Court will hold a hearing on the *Motion for Order: (1) Authorizing Sale of Real Property Free and Clear of Liens, Claims, and Interests Pursuant to 11 U.S.C. §§ 363(b) and (f); (2) Approving Buyer, Successful Bidder, and Back-up Bidder as Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m); (3) Authorizing Payment of Undisputed Liens, Real Estate Broker's Commissions and Other Ordinary Costs of Sale; and (4) Directing Debtors and all Occupants of the Property to Vacate the Property and Remove all Personal Possessions Within Two Days of Entry of the Order ("Motion")*<sup>1</sup> filed by Jeffrey I. Golden, the chapter 7 trustee ("Trustee") for the bankruptcy estate ("Estate") of James Steven Rudd and Deborah Letty Rudd ("Debtors"), which seeks an order:

1. approving the Purchase Agreement (defined below) and the sale of the real property located at 57 Charleston Lane, Coto de Caza, California 92679 ("Property"), as is, where is, with all faults, without warranty or recourse, but free and clear of any and all liens, claims, and interests (described below), together with all improvements, as well as all easements and appurtenances pursuant to 11 U.S.C. §§ 363(b) and (f);

a. to The Haghani Revocable Trust, whose address is 3236 Circa De Tierra, Encinitas, California 92024, and The Fereidoon and Mehrnoosh Saedi Revocable Trust dated September 23, 2019, whose address is 26941 Calle Esperanza, San Juan Capistrano, California 92675 (together, "Buyer"), for \$1,200,000.00 ("Purchase Price") pursuant to the terms of the *Residential Purchase Agreement and Joint Escrow Instructions, Counter-Offer and Amended Escrow Instructions* entered into between the Trustee and the Buyer (together, "Purchase Agreement"), a copy of which is attached as Exhibit 5 to the Motion; or

b. to the successful bidder whose purchase offer for the Property is accepted by the Trustee at the hearing on the Motion;

2. approving the Buyer, the successful bidder, and the back-up bidder as a "good faith" purchaser under § 363(m) of the Bankruptcy Code;

3. authorizing the return of any Overbid Deposit without further court order to those whose bids are not deemed to be the Successful Bid;

4. authorizing the Trustee to pay, from the Net Proceeds, any tax liability to the Estate from the sale;

5. authorizing the Trustee to pay, through escrow, from the proceeds of the sale and without further order of the Court, the CAM Lien, real property taxes and assessments prorated as of the close of escrow, the broker's commission, and any escrow fees, title insurance premiums and other ordinary and typical closing costs and expenses payable by the Trustee pursuant to the Purchase Agreement or in accordance with local custom;

<sup>1</sup> All capitalized terms have the same meaning or definition as the capitalized terms in the Motion.

Jeffrey I. Golden, Chapter 7 Trustee

P.O. Box 2470  
Costa Mesa, California 92626  
Tel (714) 966-1000 Fax (714) 966-1002

6. determining that the sales proceeds remaining after payment of the items set forth above ("Net Proceeds") will not be disbursed without further order of this Court;

7. authorizing the Trustee to distribute the Claimed Exemption to Debtors;

8. authorizing the Trustee to take any and all necessary actions to consummate the sale of the Property;

9. directing Debtors and all occupants of the Property to vacate the Property and remove all personal possessions within two (2) days of entry of the order granting the Motion;

10. waiving any requirements for lodging periods of the order approving the Motion imposed by Local Bankruptcy Rule 9021-1 and any other applicable bankruptcy rules; and

11. waiving the stay of the order approving the Motion imposed by Federal Rule of Bankruptcy Procedure 6004(h) and any other applicable bankruptcy rules.

In addition, the Trustee requests that the order granting the Motion provide that Debtors and any and all other occupants of the Property be required to vacate the Property and remove all of their personal possessions within two (2) days of the entry of the order granting the Motion. In the event Debtors and all other occupants fail to comply with the Court's order, the Trustee should be authorized to enlist the assistance of the U.S. Marshal. Debtors and all occupants have plenty of notice of the sale of the Property and have been living in the Property post-petition for more than two years. Cause exists to grant this relief.

It is imperative that the sale of the Property close in a timely manner, especially in light of the Buyer's involvement in a 1031 exchange. As such, there can be no delay by Debtors or any other occupants of the Property in the closing of escrow on the sale of the Property. In connection with the entry of the above order, the Trustee requests that the Court issue a writ of execution that the Trustee is authorized to deliver to the United States Marshal Service three (3) calendar days after entry of the above order if Debtors and any occupants fail to voluntarily comply with the order. Specifically, the Trustee requests that the Court issue a Writ of Execution directed at the United States Marshal Service that directs and authorizes the United States Marshal Service to enforce the order pursuant to the following terms and conditions:

a. The Trustee, in his capacity as the Chapter 7 trustee of Debtors' Estate, will act as custodian of any and all items of personal property left on the Property when possession is taken;

b. The United States Marshal, or other law enforcement agency, in taking possession of the Property, shall employ whatever reasonable force is necessary to enter the Property, regardless of whether the Property is locked or unlocked, occupied or unoccupied;

c. Anyone interfering with the enforcement of the Order shall be subject to arrest by the United States Marshal, or other law enforcement agency;

d. The Trustee will be authorized to hire and pay all reasonable and necessary fees and expenses to a locksmith to assist in taking possession of the Property and to pay all reasonable and necessary fees and expenses associated with the United States Marshal or other law enforcement agency; and

e. The Trustee will be authorized to remove, store and/or dispose of any personal property that is left on the Property without further notice or order of this Court, free and clear of any claims or interests of any party and the Trustee will be authorized to pay all reasonable and necessary fees and expenses associated with the removal, storage and disposal.

Any tax liability to the Estate from the sale will be paid from the net sale proceeds.

On October 7, 2021, the Trustee filed his *Application of the Chapter 7 Trustee to: (1) Employ Real Estate Broker Coldwell Banker Residential Brokerage and Agents William Friedman and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328* [Docket 40] ("Broker Application") and notice thereon [Docket 41]. The Application was approved by order entered November 2, 2021 [Docket 43] ("Broker Order"). The employment terms provide for a total broker's commission aggregating six percent (6%) of the sales price of the Property, upon close of escrow.

**PLEASE TAKE FURTHER NOTICE** that the Trustee seeks to sell the Property free and clear of any and all liens, claims, and interests. According to the Preliminary Report prepared by First American Title Company with an effective date of November 1, 2021 ("Title Report"), a copy of which is attached to the Motion as Exhibit 3, the following items have been recorded against the Property:

Item 1 – general and special taxes and assessments for the fiscal year 2021-2022;

Item 2 - the lien of defaulted taxes for the fiscal year 2018-2019, and any subsequent delinquencies; amount to redeem: \$20,447.03 through November 2021, or \$20,672.84 through December 2021;

Item 3 – assessment liens, if applicable, collected with the general and special taxes;

Item 4 – the lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code;

Items 5 – 17, 20 – 22 - easements and covenants;

Item 18 - a deed of trust to secure an original indebtedness of \$650,000.00 owing to Wells Fargo Bank, N.A. ("Wells Fargo"), recorded April 19, 2005, as Instrument No. 05-292652 of Official Records, with assignment to CAM XI TRUST, recorded July 16, 2021, as Instrument No. 21-457687 of Official Records ("CAM Lien");

Item 19 – bankruptcy proceedings; and

Item 23 – signing requirement.

The CAM Lien is undisputed unless the payoff demand contains fees, costs, or interests that appear unsubstantiated. Through Scheer Law Group, attorney for the lienholder, the Trustee has obtained a payoff statement in the amount of \$666,071.26 through December 2, 2021 ("Payoff Statement"). Pursuant to the Purchase Agreement, real property taxes and assessments are to be prorated between the Trustee and the Buyer through escrow as of the closing.

No relevant proofs of claim have been filed.

The Trustee reserves the right to object to the validity, scope and priority of any disputed liens, claims and interest that have been or will be asserted against the Property.

The estimated net proceeds from the proposed sale of the Property are calculated as follows:



Sale Price	\$1,200,000.00
Payoff of CAM Lien	\$ 667,383.51
Commissions	\$ 72,000.00
Real Estate Taxes and Other Costs of Sale	\$ 31,271.29
Net Proceeds	\$ 429,345.20
Claimed Exemption	\$ 175,000.00
Estimated Net Proceeds	\$ 254,345.20

**PLEASE TAKE FURTHER NOTICE that all overbids must be in writing and must be submitted to the Trustee whose address is listed in the top left hand corner of the first page of the instant Notice. Overbids are due by 4:00 p.m., Pacific Standard Time, two days before the hearing on the Motion currently scheduled for December 16, 2021 at 10:30 a.m.**

The Trustee proposes the following procedure to allow for overbids prior to the Court's approval of the sale of the Property to ensure that the Property is sold for the best possible price:

1. Qualifying bidders ("Qualifying Bidder") shall:
  - a. Bid at least \$1,205,000.00 in cash for the Property;
  - b. Set forth in writing the terms and conditions of the offer that are at least as favorable to the Trustee as those set forth in the Purchase Agreement attached to the Motion as Exhibit 5;
  - c. Be financially qualified, in the Trustee's exercise of his sound business judgment, to close the sale as set forth in the Purchase Agreement;
  - d. Submit an offer that does not contain any contingencies to closing the sale, including, but not limited to, financing, inspection, or repair contingencies;
  - e. Submit a cash deposit in the amount of \$77,000.00 (\$72,000.00 + \$5,000.00) ("Overbid Deposit") payable to Jeffrey I. Golden, Chapter 7 Trustee for the Bankruptcy Estate of James Steven Rudd and Deborah Letty Rudd, in the form of a cashier's check, which Overbid Deposit shall be non-refundable if the bid is deemed to be the Successful Bid, as defined in paragraph 4 below. The Overbid Deposit, written offer, and evidence of ability to close escrow unconditionally in a form acceptable to the Trustee must be delivered to the Trustee at 650 Town Center Drive, Suite 600, Costa Mesa, California 92626, by no later than 4:00 p.m., Pacific Standard Time, two days before the hearing on the Motion ("Overbid Deadline"). In his absolute and sole discretion, the Trustee shall have the right to accept additional overbids submitted prior to the hearing but after the Overbid Deadline.
2. At the hearing on the Motion, only the Buyer and any party who is deemed a Qualifying Bidder shall be entitled to bid.
3. Any incremental bid in the bidding process shall be at least \$5,000.00 higher than the prior bid.
4. At the hearing on the Motion and upon conclusion of the bidding process, the Trustee shall decide, subject to Court approval, which of the bids is the best bid, and such bid shall be deemed to be the "Successful Bid." The bidder who is accepted by the Trustee as the successful bidder ("Successful Bidder") must pay all amounts reflected in the Successful Bid in cash at the closing of the sale.

Jeffrey I. Golden, Chapter 7 Trustee  
P.O. Box 2470  
Costa Mesa, California 92626  
Tel (714) 966-1000 Fax (714) 966-1002

At the hearing on the Motion, and upon conclusion of the bidding process, the Trustee may also acknowledge a back-up bidder ("Back-Up Bidder") which shall be the bidder with the next best bid. Should the Successful Bidder fail to close escrow on the sale of the Property, the Trustee may sell the Property to the Back-Up Bidder without further Court order.

5. Overbids shall be all cash and no credit shall be given to the purchaser or overbidder(s).

6. Upon the conclusion of the auction, any Overbid Deposits, other than the deposits submitted by the Successful Bidder and the Back-Up Bidder, will be promptly returned. The deposit of the Back-Up Bidder will be returned promptly following the close of escrow for the sale of the Property to the Successful Bidder.

The Motion is based upon the Memorandum of Points and Authorities, the Declarations of Jeffrey I. Golden, Greg Bingham, Kamyar I. Haghani, Fereidoon Fred Saedi and Mehrnoosh Noushi Saedi, and the Exhibits attached to the Motion, all pleadings, papers and records on file with the Court, and on such other evidence, oral or documentary, as may be presented to the Court at the time of the hearing on the Motion.

Judge Smith will conduct the hearing remotely using ZoomGov audio and video. Video and audio connection information for the hearing will be provided on Judge Smith's publicly posted hearing calendar, which may be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=ES> and selecting "Judge Smith" from the tab on the left side of the page.

**Your Rights May Be Affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

**Deadline for Opposition Papers.** The Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose the Motion, you must file a written response with the Court and serve a copy of it upon the Movant at the address set forth above no less than **14 days** prior to the above hearing date. If you fail to file a written response to the Motion within such time period, the Court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.

**Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure.** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

**PLEASE TAKE FURTHER NOTICE** that any party requesting a copy of the Motion or any supporting documents filed with the Court with respect to the Motion may contact the Trustee, Jeffrey I. Golden, by email at [jgolden@wglp.com](mailto:jgolden@wglp.com), by mail at P.O. Box 2470, Costa Mesa, California 92628-2470, or by telephone at (714) 966-1000.

Dated: November 24, 2021

By: /s/ Jeffrey I. Golden

Jeffrey I. Golden  
Chapter 7 Trustee

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**650 Town Center Drive, Suite 600  
Costa Mesa, California 92626**

A true and correct copy of the foregoing document entitled (*specify*): Notice of Hearing on Chapter 7 Trustee's Motion For Order: (1) Authorizing Sale Of Real Property Free And Clear Of Liens, Claims, And Interests Pursuant To 11 U.S.C. §§ 363(B) And (F); (2) Approving Buyer, Successful Bidder, And Back-Up Bidder As Goodfaith Purchaser Pursuant To 11 U.S.C. § 363(M); (3) Authorizing Payment Of Undisputed Liens, Real Estate Broker's Commissions And Other Ordinary Costs Of Sale; And (4) Directing Debtors And All Occupants Of The Property To Vacate The Property And Remove All Personal Possessions Within Two Days Of Entry Of The Order; will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) November 24, 2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Anerio V Altman LakeForestBankruptcy@jubileebk.net, lakeforestpacer@gmail.com  
Jeffrey I Golden (TR) lwerner@wglp.com, jig@trustesolutions.net; kadele@wglp.com  
Erica T Loftis Pacheco bknotifications@ghidottiberger.com  
Katie M Parker ecfacb@aldridgepite.com, KParker@ecf.courtdrive.com  
United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov  
Reilly D Wilkinson rwilkinson@scheerlawgroup.com, rwilkinson@ecf.courtdrive.com

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) November 24, 2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

James Steven Rudd  
Deborah Letty Rudd  
57 Charleston Lane  
Trabuco Canyon, CA 92679-5006  
Debtor

United States Trustee (SA)  
411 W Fourth St., Suite 7160  
Santa Ana, CA 92701-450

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) November 24, 2021, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/24/2021  
Date

Gloria Estrada  
Printed Name

  
Signature

**TO BE SERVED BY EMAIL**

billfried@earthlink.net  
 greg.bingham@camoves.com  
 dsaremi@cox.net  
 antonia@aaescrow.com  
 FAHQ-RA-OCtitle3@firstam.com  
[RWilkinson@scheerlawgroup.com](mailto:RWilkinson@scheerlawgroup.com)

**SERVED BY CERTIFIED MAIL**

Wells Fargo  
 P.O. Box 10347  
 Des Moines, IA 50306-0347

**SERVED BY UNITED STATES MAIL:**

Kamyar I. Haghani, Trustee  
 The Haghani Revocable Trust  
 3236 Circa De Tierra  
 Encinitas, CA 92024

Fereidoon Fred Saedi, Co-Trustee  
 Mehrnoosh Noushi Saedi, Co-Trustee  
 The Fereidoon and Mehrnoosh Saedi  
 Recovable Trust dated September 23, 2019  
 26941 Calle Esperanza  
 San Juan Capistrano, CA 92675

William Friedman  
 Coldwell Banker  
 1608 Montana Avenue  
 Santa Monica, California 90403

Greg Bingham  
 Coldwell Banker  
 840 Newport Center Drive, Suite 100  
 Newport Beach, CA 92660

Platinum Realty & Investment, Inc.  
 Lila Saremi  
 22482 Canaveras  
 Mission Viejo, CA 92691

First American Title Company  
 Order No. O-SA-6714535  
 Attn: Robert Baca, Joel Sotto  
 4 First American Way  
 Santa Ana, CA 92707

Antonia Delgado  
 A & A Escrow Services, Inc.  
 415 North Crescent Drive, Suite 320  
 Beverly Hills, CA 90210

CAM XI TRUST  
 2015 Manhattan Beach Blvd., Suite 200  
 Redondo Beach, CA 90278

CAM XI TRUST  
 c/o Reilly Wilkinson, Esq.  
 Scheer Law Group, LLP  
 155 N. Redwood Drive, Suite 100  
 San Rafael, CA 94903

Fay Servicing, LLC  
 1601 LBJ Freeway, Ste 150  
 Farmers Branch, TX 75234

Seabreeze Management  
 Company, Inc.  
 26840 Aliso Viejo Parkway, Suite 100  
 Aliso Viejo, CA 92656

CZ Master Association  
 26840 Aliso Viejo Parkway, Suite 100  
 Aliso Viejo, CA 92656

County of Orange  
 Attn: Treasurer-Tax Collector  
 P.O. Box 1438  
 Santa Ana, CA 92702-1438

American Express National Bank,  
 AENB  
 c/o Zwicker and Associates, P.C.  
 Attorneys/Agents for Creditor  
 P.O. 9043  
 Andover, MA 01810-0943

LoanMart  
 15400 Sherman Way 170  
 Van Nuys, CA 91406-4272

Wells Fargo

P.O. Box 10347  
 Des Moines, IA 50306-0347

Santa Ana Division  
 411 West Fourth Street, Suite 2030,  
 Santa Ana, CA 92701-4500

Antique Mall  
 118 Glassell Street  
 Orange, CA 92866-1422

Anerio V Altman  
 Lake Forest Bankruptcy  
 PO Box 515381 #97627  
 Los Angeles, CA 90051-6681

American Express  
 16 General Warren Blvd, PO Box 3001  
 Malvern, PA 19355-0701

(p)JPMORGAN CHASE BANK N A  
 BANKRUPTCY MAIL INTAKE  
 TEAM  
 700 KANSAS LANE FLOOR 01  
 MONROE LA 71203-4774

United States Trustee (SA)  
 411 W Fourth St., Suite 7160  
 Santa Ana, CA 92701-4500

TitleMax  
 15 Bull Street 200  
 Van Nuys, CA 91401-2686  
 MAIL RETURNED 10.27.21

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**650 Town Center Drive, Suite 600  
Costa Mesa, California 92626**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) November 24, 2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Anerio V Altman LakeForestBankruptcy@jubileebk.net, lakeforestpacer@gmail.com  
Jeffrey I Golden (TR) lwerner@wglp.com, jig@trustesolutions.net; kadele@wglp.com  
Erica T Loftis Pacheco bknotifications@ghidottiberger.com  
Katie M Parker ecfcacb@aldridgepite.com, KParker@ecf.courtdrive.com  
United States Trustee (SA) ustregion16.sa.ecf@usdoj.gov  
Reilly D Wilkinson rwilkinson@scheerlawgroup.com, rwilkinson@ecf.courtdrive.com

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) November 24, 2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) November 24, 2021, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/24/2021

*Date*

Gloria Estrada

*Printed Name*

  
*Signature*